

AGENDA

Lake Park Town Commission

Town of Lake Park, Florida

Regular Commission Meeting

Wednesday, October 6, 2004 at 7:30 p.m.

Lake Park Town Hall

535 Park Avenue

Paul Castro	—	Mayor
G. Chuck Balius	—	Vice Mayor
Paul Garretson	—	Commissioner
Jeff Carey	—	Commissioner
Edward Daly	—	Commissioner

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Doug Drymon	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Stephanie Thomas	—	Interim Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA
- F. PRESENTATIONS
 - Presentation of Proclamation to Rogers Williams
 - Presentation of Proclamation to Eddie Cowart.

G. PUBLIC and OTHER COMMENT

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes.

H. CONSENT AGENDA All matters listed under this item are considered to be routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located in the rear of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.

For Approval:

1. Regular Commission Meeting Minutes of September 22, 2004.

I. ORDINANCES SECOND READING

PUBLIC HEARINGS:

None.

J. RESOLUTIONS

None.

K. DISCUSSION AND POSSIBLE ACTION

2. Authorization to allow Finance Director Cynthia Sementelli to sign the Fidelity Federal Online Agreement.
3. Community Redevelopment Agency Business Disaster Recovery Services.
4. Hurricane Preparedness Matters.
5. Special Code Enforcement Issues.

L. COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

FUTURE AGENDA ITEMS

- Discussion of Boys and Girls Club (Second Meeting in September)
- Abandonment of South 8th Street between Park Avenue and the Alleyway.
- Venetian Isles

M. ADJOURNMENT

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 6, 2004

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input checked="" type="checkbox"/> Other: Proclamation | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Proclamation commending Rogers Williams for 35 years of service to Lake Park.

RECOMMENDED MOTION/ACTION: Proclamation – Town of Lake Park, Florida, Commending Rogers Williams, Jr. for 35 years of Service to Lake Park.

Approved by Town Manager *[Signature]* Date: 10-1-04

Originating Department: Public Works	Costs: \$ n/a Funding Source: Acct. #	Attachments: Proclamation
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input checked="" type="checkbox"/> Public Works <u><i>[Signature]</i></u> <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Public Recognition for employee's 35 years of continuous service to Lake Park

PROCLAMATION

**TOWN OF LAKE PARK, FLORIDA
COMMENDING ROGERS WILLIAMS, JR.**

WHEREAS, Rogers Williams, Jr. has served the Public Works Department of the Town of Lake Park, Florida; and

WHEREAS, Rogers Williams, Jr. has been an employee with the Town's Public Works Department for 35 years, commencing his service in September 1969 working on the back of a sanitation truck then to driver in the sanitation division, as well as assisting wherever needed; and

WHEREAS, Rogers Williams, Jr. has gone above and beyond the call of duty providing the Town with quality service, always placing the Town first and acting as a goodwill ambassador to the public and community of the Town of Lake Park, Florida; and

WHEREAS, the Commission of the Town of Lake Park wishes to publicly recognize *Rogers Williams, Jr.* for his service to this community for 35 years of uninterrupted service;

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Paul W. Castro, Mayor of the Town of Lake Park, do hereby publicly commend *Rogers Williams, Jr.* and express our gratitude for the services which he has rendered to this community.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 6th day of October, 2004.

BY:

Mayor Paul W. Castro

ATTEST:

Stephanie Thomas, Deputy Town Clerk

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 6, 2004

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input checked="" type="checkbox"/> Other: Proclamation | <input type="checkbox"/> RESOLUTION

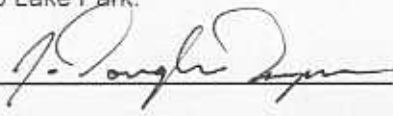
<input type="checkbox"/> DISCUSSION


<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Proclamation commending Eddie Cowart for 30 years of service to Lake Park.

RECOMMENDED MOTION/ACTION: Proclamation – Town of Lake Park, Florida, Commending Eddie Cowart for 30 years of Service to Lake Park.

Approved by Town Manager  Date: 10-1-04

Originating Department: Public Works	Costs: \$ n/a Funding Source: Acct. #	Attachments: Proclamation
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input checked="" type="checkbox"/> Public Works <u></u> <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Public Recognition for employee's 30 years of continuous service to Lake Park.

PROCLAMATION

***TOWN OF LAKE PARK, FLORIDA
COMMENDING EDDIE COWART***

WHEREAS, Eddie Cowart has served the Public Works Department of the Town of Lake Park, Florida; and

WHEREAS, Eddie Cowart has been an employee with the Town's Public Works Department for 30 years, commencing his service in October 1974, in a variety of capacities; the Grounds Maintenance Division maintaining the grounds, trees and flowers at all Town buildings and ballfields, then later working in the sanitation division as driver to his current position of Sanitation Foreman, as well as assisting wherever needed; and

WHEREAS, Eddie Cowart has gone above and beyond the call of duty providing the Town with quality service, always placing the Town first and acting as a goodwill ambassador to the public and community of the Town of Lake Park, Florida; and

WHEREAS, the Commission of the Town of Lake Park wishes to publicly recognize ***Eddie Cowart*** for his service to this community for 30 years;

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Paul W. Castro, Mayor of the Town of Lake Park, do hereby publicly commend ***Eddie Cowart*** and express our gratitude for the services which he has rendered to this community.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 6th day of October, 2004.

BY:

Mayor Paul W. Castro

ATTEST:

Stephanie Thomas, Deputy Town Clerk

TAB 1

CONSENT AGENDA

Minutes
Town of Lake Park, Florida
Special Call Commission Meeting
September 22, 2004 7:30 p.m.
Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Special Call Commission Meeting on Wednesday September 22, 2004 at 7:35 PM. Present were Mayor Castro, Vice Mayor Balius, Commissioners Carey, Daly and Garretson, Town Manager Doug Drymon, Town Attorney Tom Baird and Interim Town Clerk Stephanie Thomas.

Mayor Castro led the Invocation.

Vice Mayor Balius led the Pledge of Allegiance.

Interim Town Clerk Stephanie Thomas performed the Roll Call.

ADDITIONS/DELETIONS

None

Motion: A motion was made by Vice Mayor Balius to approve the September 22, 2004 Agenda; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius	X		
Mayor Castro	X		

Motion passed 5-0.

PRESENTATIONS:

None.

PUBLIC COMMENTS

The following person(s) addressed the Commission:

Genanne Doughty-7th Street- Commended the Town Commission, Palm Beach County Sheriffs Office for their community action following Hurricane Frances. Would like to set up a Volunteer board for Hurricane Preparedness.

Bert Bostrom- 1451 Flagler Boulevard stated that Gary Jackson send a personal thanks to the Public Works Department for their diligence on Gateway Road after the hurricane. She publicly announced that there will be Soccer registration on 7th Street across from the ball fields on Saturday, September 25, 2004.

CONSENT AGENDA

Commission Meeting Minutes of August 18, 2004.

Motion: A motion was made by Vice Mayor Balius to approve the Consent Agenda; Commissioner Garretson made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balius	X		
Mayor Castro	X		

Motion passed 5-0.

ORDINANCES ON FIRST READING

ORDINANCE NO. 18-2004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2004 AND ENDING SEPTEMBER 30, 2005; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2004/2005; PROVIDING FOR AN EFFECTIVE DATE.

Public Hearing opened.

No speakers.

Public Hearing closed.

Motion: A motion was made by Vice Mayor Balius to approve Ordinance 18-2004; Commissioner Garretson made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson		X	
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balias	X		
Mayor Castro	X		

Motion passed 4-1.

Commissioner Garretson expressed that he is in favor of lowering the millage rate.

ORDINANCE NO. 19-2004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING THE TOWN BUDGET AND APPROPRIATING VARIOUS FUNDS FOR MUNICIPAL PURPOSES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2004 AND ENDING SEPTEMBER 30, 2005; PROVIDING FOR AN EFFECTIVE DATE.

Public Hearing opened.

No speakers.

Public Hearing closed.

Motion: A motion was made by Vice Mayor Balias to approve Ordinance 19-2004; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balias	X		
Mayor Castro	X		

Motion passed 5-0

RESOLUTION NO. 51-09-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TOWN OF LAKE PARK TO ADOPT THE REVISED UNIFIED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Public Hearing opened.
No speakers.
Public Hearing closed.

Motion: A motion was made by Vice Mayor Balias to approve Resolution 51-09-04; Commissioner Garretson made the second.

Vote on Motion:

Commission Member	Yes	No	Other
Commissioner Garretson	X		
Commissioner Daly	X		
Commissioner Carey	X		
Vice-Mayor Balias	X		
Mayor Castro	X		

Motion passed 5-0

DISCUSSION AND POSSIBLE ACTION:**Special Call Meeting Date for the Second Reading/Adoption of the Budget.**

There was consensus to set the meeting date for Wednesday, September 29, 2004.

Consensus to Extend Special Pay through September 7, 2004 for Lake Park Emergency Staff.

There was consensus among the Commission to approve \$1,300.00 for non-exempt employees who worked on September 7, 2004.

Board Appointment for the Lake Park Harbor Marina Advisory Board.

Mr. Jim Knox was appointed by a 3-2 vote.

Authorize the Mayor to sign the Financial Report.

There was consensus to authorize the Mayor to sign the State of Florida Annual Local Government Financial Report for the fiscal year 2002-2003.

Future Agenda Items

- Boys & Girls Club of the Palm Beach County
- Review of the Code as it pertains to fences in the front yard and in easements.
- Discussion of the presentation of Proclamations and Thank you letters for those who assisted the Town.
- Proclamations for Paul Carlisle and the Public Works Department.

COMMENTS BY COMMISSION, TOWN MANAGER AND TOWN ATTORNEY**Mayor Castro**

Publicly commended staff, Palm Beach County Sheriffs Office, volunteers, Town of Palm Beach, Florida Power and Light (FPL) and all other agencies that supported Lake Park during and after the devastation of Hurricane Frances. Mayor Castro thanked Captain Carroll and Captain Berkery for providing outstanding service to the Town of Lake Park.

Mayor Castro expressed empathy towards the persons that were affected by the hurricane; however he requested that they have patience. He voiced his disappointment with Ashbritt, the contractors that were to assist the Town with the clean up.

Vice-Mayor Balias

Vice Mayor Balias thanked the Veterans of Foreign Wars (VFW), the American Legion, the American Red Cross and everyone that provided support to the Town. He addressed the damages within the Towns' boundaries. Vice Mayor indicated that the most complaints pertained to the lack of garbage and refuse removal. He expressed his concern with the lack of progress at the Lake Park Harbor Marina. Vice Mayor Balias noted that there will be a meeting with the City of Palm Beach Gardens at 7:00 p.m. on October 7, 2004.

Commissioner Carey

Commissioner Carey indicated that he wants to see the code enforced as it pertains to trees in the swales and in easements. Commissioner Carey stated that the Town needs to encourage FPL to keep up with the regular maintenance of the trees that are under power lines; however if they cannot do this the Town needs to look into prohibiting trees in the easements.

Commissioner Garretson

Commissioner Garretson stated that he would like to implement a written emergency plan, composed of special needs, contact numbers for volunteers and emergency measures. Commissioner Garretson would like to honor Paul Carlisle and Public Works with Proclamations.

Commissioner Daly

Commissioner Daly agreed with Commissioner Garretson's idea of implementing an emergency list. He would like staff to draft a letter of appreciation and proclamations to people that went over and beyond the call of duty. Commissioner Daly requested that the staff look into purchasing a generator that will provide power to the Town in the event of another emergency.

Town Attorney

Town Attorney Baird stated that the Kelsey Club hearing had ended prior to the Commission Meeting. He indicated that written closing statements are to be expected in the week to follow.

In response to a request from the Town Attorney, there was consensus among the Commission to direct staff to draft a letter to the Gehring Group requesting to add Town Attorney Thomas Baird's law firm to the defense list in the event that suits are brought up against the Town.

Town Manager

Town Manager Drymon introduced the Community Development Director Larry Szykowski to the Commission. Town Manager Drymon indicated that Calvin, Giordano & Associates are in the process of bringing Mr. Szykowski up to speed with the Lake Park Community Development Department and current projects.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Balias and seconded by Commissioner Daly, and by unanimous vote, the meeting adjourned at 8:25 PM.

Mayor Paul Castro

Interim Town Clerk Stephanie Thomas

Approved on this 6th day of October 2004.

TAB 2

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: October 6, 2004

Agenda Item No.

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Banking agreements

RECOMMENDED MOTION/ACTION: Authorize the Finance Director to execute agreement with Fidelity Federal on-line banking.

Approved by Town Manager

Date: 10-1-04

Originating Department: Finance	Costs: \$ N/A Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>RS</u> : Please initial one.

Summary Explanation/Background: Requesting authorization to sign the on-line banking agreement. Currently we do on-line banking but Fidelity Federal needs new agreements signed to convert us to a new system.

FIDELITY FEDERAL BANK AND TRUST ACH ORIGATION TRI-PARTY AGREEMENT

This agreement is made this _____ day of _____, 2004, by and between: THE TOWN OF LAKE PARK ("The Company") and Fidelity Federal Bank and Trust ("The Financial Institution") and its processor, AXIS Cash Management - Bisys ("The Processor").

The Company has requested that the Financial Institution permit it to initiate electronic signals for paperless entries through the Financial Institution and its processor, AXIS Cash Management - Bisys, for accounts maintained at the Financial Institution and at other financial institutions, by means of the Automated Clearing House (the "ACH"). The Financial Institution has agreed to do so based on the terms of this Agreement.

Now, therefore, the Company and the Financial Institution agree as follows:

1. Rules

The Company acknowledges receipt of a copy of the operating rules of NACHA (as amended from time to time, the "Rules"). The Company agrees to comply with and be bound by the Rules. The Financial Institution agrees to inform the Company of revisions to the Rules of which the Financial Institution has knowledge.

2. Transmission of Entries: Security Procedures

The Company will transmit all debit and credit entries to the Financial Institution, on or before the deadline of 3:00 p.m. EST, one day prior to the effective date of the entries. (Weekends and Bank Holidays excluded) The Company authorizes the Financial Institution to transmit all entries received by the Financial Institution from AXIS Cash Management - Bisys in accordance with the terms of this Agreement and to credit or debit entries to the specified accounts.

3. Financial institution Obligations

In a timely manner and in accordance with the Rules, the Financial Institution will process, transmit, and settle for the entries received from the Company's processor which comply with the terms of the Agreement, including the security procedures.

4. Warranties

The Company warrants to the Financial Institution all warranties the Financial Institution is deemed by the Rules to make with respect to entries originated on behalf of the Company. Without limiting the foregoing, the Company warrants and agrees that (a) each entry is accurate and complies with the laws of the United States, including economic sanctions administered by the U.S. Treasury Departments's Office of Foreign Assets Control (OFAC), is timely, has been authorized by the party whose account will be credited or debited and otherwise complies with the Rules; (b) each debit entry is for a sum which, on the settlement date with respect to it, will be owing to the Company from the party whose account will be debited, is for a sum specified by such party to be paid to the Company, or is a correction of a previously transmitted erroneous credit entry; (c) the

Company has complied with all prenotification requirement of the Rules; (d) the Company will comply with the terms of the Electronic Funds Transfer Act if applicable, or Uniform Commercial Code Article 4A (UCC4A) if applicable and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Company will retain the original or copy of the customer authorization record as required by the rules for a period of not less than two (2) years after termination or revocation of such authorization and will, upon request of Financial Institution, furnish such original or copy to the Financial Institution. The Company shall indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements. Failure of the company to immediately reimburse institution for any amounts required hereunder shall be considered a default in any loan outstanding from the financial institution to the company at the date such transaction takes place. Any collateral pledged by the company to the financial institution, for such loan, shall also be considered pledged for the obligation.

5. Provisional Credit

The Company acknowledges that the Rules make provisional any credit given for any entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry shall not be deemed to have paid the party.

6. Settlement

The Company will maintain an account with the Financial Institution at all times during the term of this Agreement. The Company will maintain in the affected accounts available funds sufficient to cover all credit entries initiated by it. The Company agrees to maintain a balance to cover returns and adjustments to prior funds credited. Bank may debit any account maintained by the Company at this financial institution or secure necessary collateral to satisfy any amount owing to the financial institution.

7. Cancellation or Amendment

The Company shall have no right to cancel or amend any entry/file after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry. Any such request shall comply with the security procedures described in Section 2. The Financial Institution shall have no liability if it fails to effect the cancellation.

8. Rejection of Entries

The Financial Institution shall reject any entry, including an on-us entry, which does not comply with the requirements of Section 1 of this Agreement and may reject any entry if the Company or its processor is not otherwise in compliance with the terms of the Agreement. The Financial Institution shall notify the Company by telephone or e-mail of such rejection no later than the business day such entry would otherwise have been transmitted by the Financial Institution to the ACH or, in the case of an on-us entry, its effective entry date. The Financial Institution shall have no liability to the Company by reason of the rejection of any entry or the fact that such notice is not given at an earlier time than that provided for herein. The Financial Institution shall retain the right to reject any on-us transaction for any valid reason such as but not limited to insufficient funds or revoked authorization.

9. Notice of Returned Entries & Requests to Correct Information (NOCs)

The Financial Institution shall notify the Company by e-mail or fax of the receipt of a returned entry or NOC from the ACH no later than one business day after the business day of such receipt.

The Financial Institution shall have no obligation to retransmit a returned entry if the Financial Institution complied with the terms of this Agreement with respect to the original entry. If a customer of the Company returns any transaction, then it is the Company's responsibility to collect any funds that are owed. In the event an entry is returned for correction, the Company or its processor agree to make said correction before transmitting subsequent live entry to the receiver. The Financial Institution has no obligation to originate a transaction where authorization has been revoked. In the event that the company disputes a returned entry the company must notify the financial institution no later than one day after the company was originally notified of the returned entry.

10. Reversals

The Company may initiate a reversing entry or file of entries as permitted by the Rules.

11. Periodic Statement

The periodic statement issued by the Financial Institution for the Company's account will reflect entries credited and debited to the Company's account. The Company agrees to notify the Financial Institution within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement.

12. Liability

(a) The Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received) or those of any other

person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Financial Institution's agent. The Company agrees to indemnify the Financial Institution against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of the Company or any other person described in this Section 13(a).

(b) In no event shall the Financial Institution be liable for any consequential, special, punitive or indirect loss or damage which the Company may incur or suffer in connection with the Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, the Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Financial Institution's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, the Financial Institution's liability for loss shall be limited to general monetary damages not to exceed the total amount paid by the Company for the affected ACH service, as performed by the Financial Institution under this agreement for the preceding 30 calendar days.

13. Inconsistency of Name and Account Number

The Company acknowledges that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.

14. Data Retention

The Company shall retain data on file adequate to permit remaking of entries for five (5) business days following the date of their transmittal to the Financial Institution as provided herein and shall provide such data to the Financial Institution upon its request.

15. Contingency

In the event the Company cannot create or transmit an ACH file due to hardware or communications outage, it is the responsibility of the company to have contingency procedures in place. In the event the financial institution cannot process the file through normal channels, every effort will be taken by the Financial Institution to find alternate means to process the file. The Financial Institution will not be held liable for delayed files in any case resulting from hardware or communication outages.

16. Termination

The Financial Institution may amend the terms of the Agreement from time to time by notice to the Company. Either party may terminate this Agreement upon ten (10) days written notice to the other. The Financial Institution shall have no obligation to transmit entries if the Company is in default of any of its obligation under this Agreement, including the obligation to pay the Financial Institution for each credit entry. The Financial Institution shall be entitled to rely upon any notice believed by it in good faith to have been initiated by one of the Authorized Representatives whose names and signatures are set forth in the Internet Banking Agreement. If debit entries are being originated by the company, the account must remain open for a ninety (90) day period upon termination of this Agreement to cover any consumer debit return items.

17. Entire Agreement

This Agreement, together with the Internet Banking Agreement, is the complete and exclusive statement of the agreement between the Financial Institution and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between the Financial Institution, the Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Internet Banking Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which the Financial Institution is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and the Financial Institution shall incur no liability to the Company as a result of such violation or amendment.

18. Non-Assignment

The Company may not assign the Agreement or any of the rights or duties hereunder to any person without the Financial Institution's prior written consent.

19. Binding Agreement Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.

20. Headings

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

21. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the NACHA rules.

Company: THE TOWN OF LAKE PARK

By: CYNTHIA R. SEMENTELLI

(Name and Title:)

Fidelity Federal Bank and Trust

By: _____
(Name and Title: Suzanne S. Renaud - Vice President

FIDELITY FEDERAL BANK & TRUST

ONLINE CASH MANAGEMENT REQUEST FORM

Name of Customer	Tax ID#	Date
TOWN OF LAKE PARK	596000355	8/19/04

Accounts to Be Included (attach separate sheet if necessary)

Account Number153150915659521565960**Name of Account**REVENUE ACCOUNTACCOUNTS PAYABLEPAYROLL ACCOUNT

Name(s) & Phone Number(s) of Company Administrator**

NameCYNTHIA R. SEMENTELLI**Phone Number**561-881-3351****COMPANY ADMINISTRATOR***(FULL AUTHORIZATION CAPABILITIES – MUST BE AN AUTHORIZED SIGNER ON BANK ACCOUNTS)*



**FIDELITY FEDERAL BANK & TRUST
COMMERCIAL INTERNET BANKING RESOLUTION**

Commercial customer: TOWN OF LAKE PARK

Account # 596000355

I, the undersigned, hereby certify to Fidelity Federal Bank & Trust that I am the INTERIM TOWN CLERK
(Title)

(unless otherwise designated, Secretary or Assistant Secretary) and designated keeper of the records and minutes of the Commercial Customer identified above; I have full authority to make representations set forth in these Resolutions on behalf of the Commercial Customer; and that the following is a true and correct copy of Resolutions duly adopted by the Board of Directors (if a corporation), partners (if a partnership), customers/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the Commercial Customer at a meeting held on the _____ day of _____, 2004, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Commercial Customer, and that such Resolutions are in full force and effect and have not been amended or rescinded:

1. Resolved, that the person executing the attached Agreement and Enrollment Form is hereby authorized, on behalf of this Commercial Customer and in its name, to execute and deliver said forms, and to thereby bind the Commercial Customer to Fidelity Federal Bank & Trust's Internet Banking Agreement, as amended from time to time, for the purpose of enabling representatives of this Commercial Customer to obtain account information, perform fund transfers between Commercial Customer's account(s), and/or to make payments from Commercial Customer's account(s) through the use of one or more passcodes.
2. Resolved, that each person named on the attached Enrollment Form, acting alone, is hereby authorized to act on the Commercial Customer's behalf in all matters relative to Commercial Customer's passcodes, including but not limited to the right to (i) establish additional passcode IDs on the Commercial Customer's behalf, (ii) terminate or cancel any/all existing passcodes; (iii) change the Commercial Customer's account(s) associated with passcode ID, (iv) change the activity level of an account associated with any passcode, (v) name additional persons who will have maintenance authority over Commercial Customer's passcodes, or terminate the authority of any person with maintenance authority over Commercial Customer's passcode.

3. Resolved, that the foregoing Resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as Fidelity Federal Bank & Trust is concerned until three (3) business days after Fidelity Federal Bank & Trust is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by Fidelity Federal Bank & Trust prior thereto; and
4. Resolved, that this authorization supersedes any resolution, signature card or other document currently on file with Fidelity Federal Bank & Trust that limits authority over any specific account or over Commercial Customer's accounts with Fidelity Federal Bank & Trust. This authorization shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card or related documentation. Any notice of a termination or change with respect to the identity of a Primary Administrator or the authority of any person to use a passcode must specifically state that it relates to passcodes and must specifically describe the termination or change requested.

In Witness Whereof, and intending to bind the Commercial Customer, I have hereunto subscribed my name as of the date set forth below.

(Seal)

X _____
Signature

Secretary / Assistant Secretary, or other
appropriate authorized representative

Title: INTERIM TOWN CLERK

Date: _____



**FIDELITY FEDERAL BANK & TRUST
COMMERCIAL INTERNET BANKING AGREEMENT
AND ENROLLMENT FORM**

AGREEMENT

By executing the Enrollment Form and Internet Banking Resolution, the Commercial Customer of Financial Institution (referred to as "you" or "yours") agrees to the following terms and conditions of enrollment in the Internet banking network maintained by Fidelity Federal Bank & Trust (referred to as "the Bank"):

- The following services will be available:
 - Balance inquiry
 - Transfer of funds between accounts
 - Bill payment
 - Stop payment initiation
 - Check copy request
 - Access to various reports
 - E-mail to the Bank
 - Stock quotes via a Web Link

Other services may be available from time to time in the future. By using these services as they become available, you agree to be bound by the terms and conditions contained in the Agreement. Notification of the availability of these services will be made on the Bank's website: www.fidfed.com.

- You will allow the Bank a reasonable time in which to complete your enrollment once you submit the necessary forms, including the Enrollment Form and Internet Banking Resolution form. You will allow the Bank a reasonable time in which to process any service requests you make through the Internet banking network.
- Once you have completed the Enrollment Form and Internet Banking Resolution form and you have selected a passcode/personal identification number (PIN) for access to the Internet banking network, you will be solely responsible for the use by anyone of the Internet banking who utilizes your correct passcode. The Bank will have no duty to further verify the identity of any Internet banking system user with a valid passcode. The Bank will act on instructions received under your passcode.
- As the appropriate authorized representative of the Commercial Customer of the financial institution, you are solely responsible for maintaining the addition or deletion of any users of the Internet banking system with access to your passcode.
- The Bank has the right to monitor and review all banking activity conducted on its Internet banking system.

- You will be responsible for any service charges accrued in your use, or use by any user with access to your passcode. These service charges may be deducted from your account. A schedule of Internet banking service charges is available at any branch. The Bank reserves the right to change the charges, fees or other terms described in this Agreement.
- You agree that neither the Bank nor any Internet service providers you utilize to access the Bank's Internet banking network shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, or Internet browser or Internet access providers. Nor shall the Bank or any service provider be responsible for any direct, indirect, special or consequential, economic or other damages arising out of your use of the Bank's Internet banking network.
- You agree that the Bank is not responsible for any damage occasioned by instructions the Bank receives from a user using your correct passcode. You authorize the Bank to act on all instructions received under your passcode and to deduct any service charges directly from your account balance as accrued. You also agree to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or a user with your correct passcode. This includes liability for the Bank's costs to collect the deficit including reasonable attorneys' fees.
- The Bank reserves the right to discontinue the Internet banking network, or any of the services referenced in paragraph 1, at any time.
- During any statement period, whenever a Money Market, Savings or Business Reserve Account is involved, you may not make more than six withdrawals or transfers to another financial institution account of yours or to a third party by means of preauthorized or automatic transfer or telephone order or instruction from your accounts. No more than three of the six transfers may be made by check, draft, debit card or similar order to a third party. If you exceed these transfer limitations, your account will be subject to closure by the financial institution or transferred to a transaction account. There is no limit on the number of transactions you may make in the following manner: (a) transfers to any loan account with the Bank; or (b) transfers to another financial institution account of yours or withdrawals when such transfer or withdrawal is initiated in person, by mail, or at an ATM.
- This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent no such applicable federal law or regulation exists, by the laws of the State of Florida.
- Each of your accounts at the Bank is also governed by the applicable account disclosure statements.
- The Bank reserves the right to change the charges, fees or other terms or conditions set forth in the Agreement. When changes are made to any fees, charges or other material terms, we will update this Agreement, send notice to you at the address shown in our records.

ENROLLMENT FORM

This Enrollment Form is part of the Agreement between you and the Bank regarding your use of the financial institution's Internet banking network. The terms of the Agreement are incorporated herein by reference.

- Authorization to Issue Passcodes: At the direction of any person named below as your Primary Administrator, or at the direction of any person named as your Primary Administrator in the future, you hereby authorize the Bank to issue one or more passcodes for use with the Bank's Internet banking network, as set forth in the Agreement, which FI may amend from time to time.
- Appointment of Primary Administrators: You hereby appoint, and the Bank is hereby authorized to establish and issue separate passcodes (which may be changed upon initial access to the financial institution's Internet banking network) for each of the following Primary Administrators who have maintenance authority over your passcodes.
- Duties of Primary Administrators: The Primary Administrator(s) will be responsible for issuing passcodes to other users and assigning his/her level of security access.

Name: CYNTHIA R. SEMENTELLI

Name: _____

Title: FINANCE DIRECTOR

Title: _____

Telephone: 581-881-3351

Telephone: _____

- Acknowledgment: By signing below, you acknowledge receipt of and agree to be bound by the terms of the Agreement and this Enrollment Form.

Commercial Customer Name: _____

By: X _____

Commercial Customer Address: _____

(Signature)

Name/Title _____

Phone: _____

Date: _____
